

SHELBY COUNTY BOARD OF EDUCATION

PROCUREMENT SERVICES

160 South Hollywood Street, Room 126 □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-5376
(This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)

REQUEST FOR PROPOSAL
(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than March 29, 2019 @ 9:00 AM, CST

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Bidders shall be paid only when delivery is complete. *For the appropriate purchases, all material data safety data sheets (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

PROPOSAL FOR

The Shelby County Board of Education ("SCBE") request proposals for An Executive Search Firm to Assist The Board Of Education In The Search For A Permanent Superintendent Of Schools.

Proposals MUST be received by Shelby County Schools ("SCS" or "District) by the due date and time set forth above.

During the solicitation process Bidders are not permitted to contact the Board and project Owner regarding the posted solicitation. Failure to adhere to this requirement may subject the Bidder to immediate disqualification.

Questions or requests for clarification of technical issues and terms pertaining to this Bid must be submitted in writing via e-mail to albrightw@scsk12.org, by March 26, 2019 @ 9:00 A.M. CST

ISSUED BY: Wanda Albright, IT Sourcing Manager RFP #03292019

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee delivery F.O.B. delivered and as specified. Proposals are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction.

NAME OF FIRM

PHONE

FAX#

ADDRESS

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

AUTHORIZES REPRESENTATIVE NAME

CHECK HERE IF YOU ARE A MINORITY BIDDER

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PART I: SCOPE OF WORK

1.0 BACKGROUND

Shelby County Schools (SCS) is Tennessee's largest public-school district and is among the 25 largest public-school districts in the United States. SCS serves approximately 110,000 students in 207 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population, while, offering programming and services to fit the needs of all our students. Through our strategic plan - Destination 2025 – we are committed to working toward three goals: 80 percent of students are college or career ready, 90 percent of seniors graduate on time and 100 percent of graduates will enter college or a career. To reach these goals, SCS has placed a strong emphasis on early literacy, improvement of post-secondary readiness, developing strong teachers, leaders and support staff, expanding availability of high quality school options and working closely with families and community partners. SCS partners with almost 4,000 volunteers and 700 school adopters and community partners to increase student achievement and empower our community to strive.

2.0 SCOPE OF SERVICES

SCBE requests proposals for an executive search firm to assist the Board of Education in the search for a permanent superintendent. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

3.0 NON-EXCLUSIVE

The intent of this contract is to provide SCBE with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of SCBE and is considered to be a "Non-Exclusive" use contract. SCBE does not guarantee any usage. SCBE will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

4.0 NOTICE OF INTENT TO AWARD

A Notice of Intent to Award is written notification that a bidder has been selected for a potential contract award. Notice of Intent to Award is sent for contracts requiring School Board approval. This letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted. If the Board accepts and approves the recommendation, an agreement will be submitted to the successful bidder. If the Board rejects the recommendation, SCS shall rescind the Notice of Intent to Award.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected bidder agrees not to disclose or knowingly use any confidential or proprietary information of SCBE and/or third-party participant.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for one (1) year.

The bidder warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.

Upon satisfactory service and by mutual agreement SCBE reserves the right to renew the contract. SCBE expects all Bidders to provide year over year cost reduction recommendations.

- A. Price decreases are acceptable at any time, need not be verifiable, and are required should the bidder/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- B. Price adjustments from the bidder/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- C. Should the awarded bidder, at any time during the life of the contract, sell services and/or materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Shelby County Schools.

3.0 PRE-PROPOSAL MEETING (N/A)

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN March 26, 2019 @ 9:00 A.M. CST**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website <http://www.scsk12.org/procurement/bids>. Please do not submit question in PDF format.

PROPOSAL SUBMISSION SCHEDULE

Proposal Post	03-21-2019
Questions Due	03-26-2019
Addendum Posted	03-27-2019 by COB
RFP Opens	03-29-2019

5.0 POINT OF CONTACT

Wanda Albright, IT Sourcing Manager
Procurement Office
albrightw@scsk12.org

6.0 CONTRACT FACILITATOR/SCBE SUPERVISION

The Bidder's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring bidder's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The bidder shall be accountable to the end users on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a price contract based on the scope of work.

8.0 PAYMENT TERMS

The Bidder shall submit an invoice detailing the services provided upon completion of the work items associated with this solicitation and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

SCBE reserves the right to reduce or withhold contract payment in the event the Bidder does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Bidder otherwise materially breaches the terms and conditions of the contract.

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on SCBE's Procurement Office website at <http://www.scsk12.org/procurement/bids>. All addenda, amendments or changes issued shall be deemed received by Bidder provided they are posted to SCBE Procurement Office website. Failure of any Bidder to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Bidder from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at Procurement Office no later than **9:00 am, March 29, 2019**. Bidders mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal by the Procurement Office. If proposals are received after the submission deadline, no matter what the reason, the proposal will be returned unopened. **Delivery to SCBE' mailroom, lobby, etc. shall not constitute delivery to the Procurement Office which is located at 160 S Hollywood Street, Room 126, Memphis, TN 38112.**

11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection no later than 20 days after opening and prior to Notice of Award letter is issued.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Bidder and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

13.0 INSURANCE

All Bidders shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

14.0 LIQUIDATED DAMAGES

In the event the awarded Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Shelby County Schools' requirements, Bidders (persons, corporations or other entities) whose employee(s), subbidder(s), or representative(s) will come in contact or close proximity to SCS students during the course of business, must require their employee(s), subbidder(s), or representative(s) to supply a fingerprint sample, submit to a criminal history records check to be conducted by the Shelby County Schools, Tennessee Bureau of Investigation, and the Federal Bureau of Investigation, and obtain Shelby County School's identification badge prior to permitting the person to have contact with the children or entering school grounds.

The cost of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge will be the sole responsibility of the Bidder for each of the Bidder's employee(s), subbidder(s), or representative(s). Bidders doing business with SCS are required to renew their badges annually. The Shelby County School's identification badge shall be worn at all times by each of the Bidder's employee(s), subbidder(s), or representative(s) at

shirt pocket height while on Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Shelby County School's identification badge, please contact 901-416-4720.

SCS further reserves the right to audit the criminal history background records of any Bidder employee(s), subbidder(s) or representative(s) having contact with SCS students. Audits may be conducted on a quarterly basis with 48 hours' prior notice. It is the Bidders responsibility to ensure records are current and made available upon request to SCS. Failure to provide SCS access to current criminal history checks upon request could lead to Bidder debarment.

16.0 COMPLIANCE WITH LAWS

Bidders shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Bidders violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles SCBE to terminate this Contract immediately upon delivery of written notice of termination to Bidder.

17.0 LEGAL COMPLIANCE

- A. Bidder shall comply in all respect with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Tennessee. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, bidder shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of bidder and bidder's subbidders are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify . This is a "no fee" service.

17.1 EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

18.0 BONDING (N/A)

19.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Bidder's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Bidder's compliance with said legal requirements. If the Bidder fails to maintain legal compliance, SCBE may find said Bidder in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any Bidder or incorporated in any acknowledgement of contract awarded to the successful Bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Procurement Director.

20.0 STATE OF TENNESSEE CERTIFICATE OF EXISTENCE

Bidder shall submit a State of Tennessee Certificate of Existence or other State of Tennessee issued documentation verifying the bidder is in Good Standing with the Division of Business Services and/or registered to do business in the State of Tennessee.

Certificates of Status may be obtained on line at <http://www.dat.state.tn.us>.

This requirement applies to both Domestic and Foreign (out of state) Bidders. Foreign entities should contact the Division of Business Services, 312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor, Nashville, TN 37243 to determine and apply for the appropriate documentation

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – TWO - PART SUBMISSION

- A. Bidders shall submit **in separate sealed envelopes** the following:
- Volume I - Technical Proposal
 - Volume II - Financial proposal

Each envelope shall comprise the following:

1. The Technical proposal shall include One (1) original (so labeled) and eight (8) copies and one (1) USB copy in a sealed envelope clearly labeled “Technical Proposal”. An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Bidder and the words Volume I: Technical Proposal.
2. The Financial proposal shall include One (1) original (so labeled) and eight (8) copies and one (1) USB clearly labeled “Financial Proposal”. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Bidder and the words Volume II: Financial Proposal.

- B. Each envelope and the outside of each package shall, in addition, be labeled with the following:

1. The Bidder’s name and business address.

2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Bidder's letterhead and signed by an individual who is authorized to commit the Bidder to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Bidder to the contract, who will receive all official notices concerning this RFP.
2. The Bidder's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Bidder understands of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Bidder shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Bidder provided these services; the number of clients and geographic locations the Bidder currently serves, etc. and has served; and if a past customer, why the Bidder is no longer providing services;
2. Organizational chart of the Bidder showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.

4. At least five (5) recent references from its customers who are capable of documenting the following: a) the Bidder's ability to manage similar contracts, b) the quality and breadth of services provided by the Bidder under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Bidder shall include in its proposal, completed audited financial statements including the auditor's notes, for the **last three years**. If the Bidder has not had its financial statements audited by an independent accounting firm, the Bidder must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Bidder shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Bidder shall address each major requirement of Part I (Scope of Work) including: (separated by tabs if substantial)

TAB F. FORMS

1. Certificate of Status (State of Tennessee Certificate of Existence with the Division of Business Services)
2. Bid Bond (If Applicable)
3. Special Terms & Conditions for RFP'S (Appendix A)
4. Addenda Acknowledgement Form (Appendix B)
5. References (Appendix C)
6. Completed Non-Collusion Certificate (Notarized) (Appendix D)
7. Completed Debarment Affidavit (Notarized) (Appendix E)
8. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
9. Certificate of Insurance Coverage (Appendix G)
10. Financial Proposal Form (Appendix H)
11. MBE Documents (Appendix I) (If Applicable)

TAB G. TECHNICAL ELECTRONIC MEDIA (technical only)

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Bidders shall enter all price information on Appendix H, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.
- B. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Bidder and the words Volume II: Financial Proposal.

Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.

FINANCIAL PROPOSAL FORM

1.0 EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Bidder whose proposal is the most advantageous to SCBE, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

1.0 EVALUATION PROCESS

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Bidders. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Bidders and conducted by mail, E-mail, or facsimile transmission at the discretion of SCBE. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Bidders' technical proposals, including any discussions, the committee will rank each qualified Bidder's technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Bidders in any manner deemed necessary to serve the best interests of SCBE.
- E. Bidders may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Bidder to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of SCBE, SCBE may invite Bidders to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Bidder whose overall proposal provides the most advantageous offer to SCBE considering both price and technical factors set forth in this RFP.

2.0 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the

RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Bidder's experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

(INSERT ADDITIONAL CRITERIA PER SOLICITATION)

SCOPE OF WORK

Executive Search Consultant Services

The Shelby County Board of Education hereby requests proposals from qualified firms to provide Executive Search Consultant Services for the position of Superintendent for Shelby County Schools.

If a firm does not have such experience, the proposal may be deemed non-responsive and may be eliminated from further consideration.

SCOPE OF SERVICES

The responsibilities of the selected firm will include the following:

- Assist the Search Committee in conducting a search that generates a diversified pool of highly qualified candidates
- Assist the Search Committee in determining compensation package
- Identify and solicit applications from superior candidates nationwide
- Maintain communication with candidates and respond to certain candidate inquiries and information requests
- Screen the initial applicant pool and provide a summary on every applicant, using criteria established by the Search Committee
- Provide background checks to include: A) 10 years of employment history with references; and B) criminal records search to include any pending litigations in either a court of law or public forum of any type
- Provide advice and assistance to the Search Committee in the overall conduct of the search, including the interview process
- Assist the Search Committee staff in coordinating candidate interviews and making necessary arrangements for candidate travel and accommodations
- Perform other related services in the conduct of the search
- Conduct a robust, national, and tailored executive search that results in a diverse pool of highly qualified and vetted candidates
- Develop a search strategy and timetable
- Engage community and District stakeholders as determined by the Board

- Evaluate and rank the qualified applicants in accordance with criteria developed in conjunction with the Board
- Arrange and manage initial candidate interviews with the Board and, subsequently, additional rounds as necessary (and as dictated by the Board of Education-specific due diligence process the firm helps to design)
- Complete the project and notify unsuccessful candidates appropriately
- Prepare reports and recommendations to the Board, as requested at intervals established by the Board

PROPOSAL REQUIREMENTS

- Detailed description of the process and all associated costs provided in an itemized format. The selected search firm will work in collaboration with a District liaison. Some services may be provided by or in collaboration with the District liaison.
- Services your firm utilizes to assist clients in identifying qualified candidates.
- Describe the methodology used by the firm for the search process and the role of the search firm at each step in the process.
- Describe detailed activities that are to occur, a timeline, significant milestones and anticipated deliverables.
- The firm's pricing proposal shall be a firm fixed price which shall include a schedule of the required services and the amount or rate of compensation desired for the services that must also include an alternate a la carte pricing schedule.
- Please provide detail regarding your search guarantee (i.e. candidate selected leaves the position prior to contracted timeframe) and level of support provided in the event an acceptable candidate is not identified under the search?
- Provide any additional information and comments your firm deems necessary to clearly communicate your firm's qualifications and the process you would use to recruit a Superintendent of Schools for the Board.

Experience/References:

- Background information about your firm. A brief history and description of your firm including your relevant experience in providing the aforementioned services in which you are currently or in the past five (5) years have been involved. Specifically address how the firm meets the qualifications specified above.
- Describe searches conducted for school districts and/or other industry sectors; include the average length of time the candidates remained on the jobs.

- Qualifications and experience relevant to the scope of work including specific experience recruiting and placing superintendents in similarly-sized school districts, including the experience of the team assigned to the SCS search.
- Provide resumes of key members of the project team, specifically the team leader assigned to facilitate this proposal.
- Provide the names, addresses, phone numbers, and email addresses of three past or current clients who may be contacted to attest to your ability to perform the requested services.

Past performance as determined by recent and relevant contracts. The evaluation will be based on information obtained from references provided by the firm as well as other relevant past performance information obtained from other sources known to the Board.

PART V: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Bidder's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Bidder's compliance with said legal requirements. If the Bidder fails to maintain legal compliance, SCBE may find said Bidder in default.

1. REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: SCBE invites all interested and qualified Bidders to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "SCBE" will mean The Shelby County Board of Education. Also, for the purpose and clarity of this document, "Bidder" will mean any reliable and interested broker, bidder, bidder, bidder, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of SCBE, a certificate, executed by the manufacturer, may be requested stating that the Bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: SCBE reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by SCBE. All expenses of the inspectors shall be borne by SCBE. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Bidder of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for SCBE, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Shelby County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the bidder will not be allowed to offer more than one price on each item even though the bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted

except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call said conflict to the attention of SCBE Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of SCBE.
- h. **PRODUCT OFFERED BY THE BIDDER:** The product offered by the Bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Bidder shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Bidder's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Bidder strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggy Back Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of

the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

3. CONFLICT OF INTEREST

- i. In accordance with policy 1013 Superintendent Code of Ethics SCBE has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to SCBE Ethics Policies (SCBE Policy 1013) prohibiting SCBE employees from benefiting from business with the school system.
- iii. All bidders are placed on notice that all questions/interpretations concerning SCBE Ethics Policies may be submitted to the Ethics Review Panel in accordance with SCBE Policy 1013.

4. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever SCBE indicates the unit of measure required and the Bidder's price is based on a different unit of measure, it shall be at the sole discretion of SCBE to determine whether the Bidder's price will be recalculated. SCBE will not accept any proposals with Bidder escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** SCBE reserves the right to accept price reductions from the Awarded Bidder during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **Tax Exemption.** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

5. ITEM DELIVERY-start here

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for SCBE shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing

materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Bidder will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Bidder at a SCBE worksite. The Awarded Bidder shall be liable for the full replacement value of any delivery item lost or damaged.

- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. SCBE Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Bidder Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Bidder shall provide all equipment and machinery furnished and delivered to SCBE complying with the Safety regulations as required by OSHA and the Tennessee State Safety Health Act known as MOSHA. The Bidder shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Bidder shall submit Material Safety Data Sheets (MSDS) for all items awarded to that bidder provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the bidder must submit MSDS sheets to: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the monies owed or monies that may become due the Bidder.

6. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by SCBE. Bidder expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Bidder will bear the cost of inspection of all goods and services rejected. (b). The Bidder hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable

local, state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, bidder must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

- b. Awarded Bidder, its employees, agents, volunteers, and bidders who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Bidder.
- c. **GUARANTEE PERIOD:** The Bidder shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. **OFFICE EQUIPMENT:** Bidder agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- e. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- f. **MANUFACTURER'S AGENT:** The Bidder shall act as the manufacturer's agent for all warranty claims.

7. FEDERAL GRANT FUNDS

- a. The Bidder understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the Bidder shall ascertain and verify if federal grant funds are to be used by SCS. If SCS will use any federal funds in connection with a delivery order, it is the obligation of the Bidder and the Bidder understands and agrees that the Bidder shall adhere to and comply with all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

8. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Bidder's own risk and Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Bidders.
- b. **SUBMISSION:** Proposals must be delivered to the Procurement Office, 160 S Hollywood Street, Room 126, Memphis, TN 38112. Bidders must submit technical and cost proposals as specified in the General Terms and Conditions. Bidders shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Bidder may attach a letter of explanation to the proposal, if so desired (or required), to

provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Bidder, Due Date, RFP Number and Title. SCBE shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **BIDDER ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Bidder to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Bidders shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of SCBE as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. SCBE will not be responsible for any samples not picked up within 30 days of the notification of Bidders to do so. Samples may be retained by SCBE until Bidders are notified to remove them. Bidders agree that SCBE will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Bidders shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** SCBE will not be responsible for any costs incurred by a Bidder in preparing and submitting a proposal response.

- k. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. SCBE will consider the Bidder's record and performance of any prior contracts with SCBE, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

9. RESOLUTION FOR PROTEST AND DISPUTES

The Procurement Director shall attempt to resolve informally all protests of bid award recommendations. Bidders are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

A. RIGHT TO PROTEST

Prior to the commencement of an action in court concerning the controversy, any actual bidder who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Procurement Director shall attempt to resolve informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest

1. An aggrieved bidder of standing or Bidder may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the bidder or Bidder that their bid or proposal will be rejected.
3. A bidder who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

4. The Procurement Director shall inform the Chief of Business Operations (CBO) upon receipt of the protest.
5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

B. BOND REQUIREMENTS

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
 - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief of Business Operations, in violation of subsection (b);
 - b. The protest has been brought or pursued in bad faith; or
 - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

C. APPEAL OF CONTRACT AWARD DECISION

1. The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CBO within seven (7) days of issuance of the decision by the Procurement Director
2. Any decision of an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief of Business Operations.
3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

10. CONTRACT TERM

The Bidder shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

11. COMMENCEMENT OF SERVICES

SCBE shall have no obligation to pay for services performed before SCBE approves the contract or after it ends. SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. SCBE shall have no obligation to pay for services before a purchase order is issued.

12. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Bidder orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

13. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c. **CONTRACT RESERVATIONS:** SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SCBE materials, products and/or workmanship inferior to that required by the Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of SCBE to damages for the breach of any covenant of the

contract by the Bidder(s). Should the Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, SCBE reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Bidder(s). Should the Bidder be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

- d AUTHORITY TO DEBAR OR SUSPEND the Procurement Director shall have the authority to request debar a person or company for cause from consideration for award of contracts.

14. TERMINATION OF CONTRACT

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Bidder. SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Bidder has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of SCBE. Failure on the part of a Bidder to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Bidder is not entitled to any costs incurred up to the date of termination. In the event of a default by the bidder, this Contract may be terminated.
- c TERMINATION FOR CONVENIENCE: SCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Bidder, provided that Bidder shall be compensated for services rendered prior to the date of termination.
- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the bidder(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the bidder(s) up to the date of termination. The bidder(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the bidder(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the bidder(s). Such language, when included, shall take precedence over the language of this specification.

15. GOVERNING LAW & VENUE

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Memphis, Tennessee.

16. CONTRACT TERMS AND CONDITIONS

- a. SUBMISSION OF INVOICES: Bidder agrees to accept the line item price on the purchase

order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood, Room 250, Memphis, TN 38112 (unless otherwise noted). Bidders must receive written authorization from Procurement to redirect invoice submission to another location other than Accounts Payable.

- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Bidder's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Bidder's services have been rendered or the last date when goods and materials were accepted by SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Bidder acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCBE. Bidder and its employees, agents, volunteers and bidders shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Bidder shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Bidder and SCBE for the mutual disclosure of such records by and among the Bidder, SCBE and SCBE' employees, agents, volunteers and bidders.
- f. **INDEMNIFICATION:** Bidder shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Bidder or its employees, agents, or volunteers.
- g. **INSURANCE:**
 - 1. The bidder must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-bidder or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
 - 2. The following coverages and limits are required of all Bidders:

- General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate
- Workers Compensation – Statutory Benefits (Only required if the Bidder will be delivering the product(s) to our building).
- Employers Liability - \$500,000 each accident/\$500,000 injury by disease/\$500,000 injury by disease aggregate (Only required if the Bidder will be delivering the product(s) to our building).
- Auto Liability - \$1,000,000 combined single limit (Only required if the Bidder will be delivering the product(s) to our building).

3. The certificate on this insurance shall be made in favor of the Shelby County Board of Education, Memphis TN 38112 and indicate paid up coverage for the term of the contract.

4. The certificate of insurance TO BE SUBMITTED to the PROCUREMENT OFFICE, 160 S HOLLYWOOD, MEMPHIS, TN 38112.

5. It will be the responsibility of the successful Bidder(s) to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

6. The cost of the above insurance shall be considered an overhead or operating expense to the Bidder, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.

- h. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of SCBE. Any attempt to do so without such written consent shall be null and void of no effect.
- i. **INDEPENDENT BIDDER:** Bidder is furnishing its goods and/or services hereunder as an independent Bidder, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. **GENERAL RECORDS CLAUSE:** Bidder's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by SCBE and made available by the Bidder to SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Bidder will use reasonable care to avoid damaging existing buildings, equipment, and property at SCBE sites and all material furnished by SCBE ("Property"). If the Bidder's failure to use reasonable care causes damage to any property, Bidder must replace or repair the damage at no expense to SCBE as directed by the Contracting Officer. If the Bidder fails or refuses to make such repair or replacement, the Bidder will be liable for the cost, which may be deducted from payments due Bidder.

- m. PUBLIC STATEMENTS: Bidder shall not use or reference the Name or Emblem of SCBE in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of SCBE, which consent will not be unreasonably withheld. Purchase by SCBE of any articles, material, merchandise, or service does not imply that SCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Bidder, merchant or other person of the name or emblem of SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of SCBE is prohibited by the United States Criminal Code - Section 706.

17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PROCUREMENT OFFICE SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE, 38112, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the bidders control which prevent completion of service or delivery, the bidder must secure temporary contractual relief. The circumstances and duration must be stated by the bidder in writing and be forwarded to the PROCUREMENT OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PROCUREMENT OFFICE, for those goods and services which are necessary for the day to day needs of SCBE. Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE

APPENDIX B-ADDENDA ACKNOWLEDGEMENT

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Bidder Name

Email

Contact Phone Number

APPENDIX C – REFERENCES

**RFP-03292019
Executive Search Consultant Services**

1.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

2.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

3.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No: _____

Email Address: _____

4.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

5.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

APPENDIX D - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP-03292019
Executive Search Consultant Services

I HEREBY CERTIFY that I am the _____ and the duly authorized
representative of _____
whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP-03292019
Executive Search Consultant Services

**Certification Regarding Debarment, Suspension
Ineligibility and Voluntary
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of:

x _____

Bidder, if the bidder is an individual

x _____

Partner, if the bidder is a partnership

x _____

Officer, if the bidder is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX F - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP-03292019
Executive Search Consultant Services

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____ 20____, to the Shelby County of Education:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 39-16-101 of the State of Tennessee Code of Ethics Ordinance or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 39-16-102 Bribery of Public Servant has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____, 20_____.

x _____ Notary Public

My commission expires: _____

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP-03292019
Executive Search Consultant Services**

BIDDER NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	TENNESSEE STATE MINIMUM COMPENSATION STATUTORY			

() LIMITS ON ABOVE POLICY WILL BE INCREASED () ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED ON _____

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.

- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

SCBE is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to SCBE.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from SCBE.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

BID Form
RFP-03292019
Executive Search Consultant Services

TO: Shelby County Board of Education

We propose to provide **Executive Search Consultant Services** to The Shelby County Board of Education in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. Please list item description and pricing on the form below or in EXCEL spreadsheet format.

xxx _____

xxx* _____

xxx** _____

Total Price _____

Name _____

Title _____

Signature _____

Date _____